

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. MODIFICATION		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)
6. Issued By Code		7. ADMINISTERED BY (If other than Item 6) Code		
8. Name and Address of Contractor (No., street, county, State and ZIP Code)			(x)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers		is extended	X	is not extended.
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Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : <b>FAR 52.212-4(c)</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

## G-FSS-900-C Contact for Contract Administration (July 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74 Industrial Funding Fee and Sales Reporting(JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

### (a) Domestic.

Name:

Title:

Address:

ZIP Code:

Telephone No:

FAX No:

Email Address:

### (b) Overseas.

Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

Name:

Title:

Address:

ZIP Code:

Telephone No:

FAX No:

Email Address:

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**K-FSS-1                      AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in spaces provided below, fill in the names of all the persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

Name	Title	Phone	email Address
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**NOTE: Changes to the contract clauses are high lighted in red text.**

**1. DELETE Paragraph A.3 in it entirety and REPLACE with the following:**

**A.3 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)  
(X-FCI-006) (MAY 2003)**

a. Effective October 1, 2000, GSA switched from the Standard Industrial Classification System (SIC) to the North American Industry Classification System (NAICS) for Federal acquisitions. NAICS is a new system developed to classify industries in more detail than the 1987 SIC system. NAICS codes will be used throughout Federal acquisition in the same manner as the SIC codes were previously used.

The Small Business Administration (SBA) has amended its regulations to convert small business size standards from the SIC system to NAICS. The Federal Acquisition Regulation (FAR) has been amended to incorporate the change.

b. Below is a chart for Special Item Numbers (SIN), NAICS and the corresponding size standard.

<i>SPECIAL ITEM NUMBER(S)</i>	<i>naics</i>	<b>NAICS DESCRIPTION</b>	<b>SIZE</b>
132-8	334111	Electronic Computer Manufacturing	1,000
132-8	334112	Computer Storage Device Manufacturing	1,000
132-8	334113	Computer Terminals Manufacturing	1,000
132-8	334119	Other Computer Peripheral Equipment Manufacturing (pt)	1,000
132-8	334210	Telephone Apparatus Manufacturing	1,000
132-8	334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	750
132-8	334290	Other Communications Equipment Manufacturing	750
132-8	334310	Audio and Video Equipment Manufacturing	750
132-8	335931	Current-Carrying Wiring Device Manufacturing	500
132-8	335932	Noncurrent-Carrying Wiring Device Manufacturing	500
132-8	443120	Computer and Software Stores (pt) – Retail	500
132-51 132-52	511199	All Other Publishing	500
132-32 132-33 132-34	511210	Software Publishers	\$21.0
132-52	516110	Internet Publishers and Broadcasting	500
132-52	517110	Wired Telecommunications Carriers (pt)	1,500
132-53	517211	Paging	1,500
132-53	517212	Cellular and Other Wireless Telecommunications (pt)	1,500
132-52 132-53	517310	Telecommunications Resellers (pt)	1,500
132-52 132-53	517410	Satellite Telecommunications (pt)	\$12.5
132-52 132-53 132-60	517910	Other Telecommunications	\$12.5
132-52	518111	Internet Service Providers	\$21.0

Modification

<i><b>SPECIAL ITEM NUMBER(S)</b></i>	<i><b>naics</b></i>	<b>NAICS DESCRIPTION</b>	<b>SIZE</b>
132-52	518112	Web Search Portals	\$6.0
132-52	518210	Data Processing Services (pt)	\$21.0
132-3 132-4	532420	Office Machinery and Equipment Rental and Leasing (pt)	\$21.0
132-51	541511	Custom Computer Programming Services	\$21.0
132-51	541512	Computer Systems Design Services (pt)	\$21.0
132-51	541513	Computer Facilities Management Services	\$21.0
132-51	541519	Other Computer Related Services	\$21.0
132-50	611420	Computer Training, except Computer Repair	\$6.0
132-12	811212	Computer and Office Machine Repair and Maintenance (pt)	\$21.0

c. In the chart below, Offeror should indicate the NAICS code for each SIN(s) being offered. If multiple codes are available for each SIN, insert only one NAICS, as it relates to the code that is expected to have the majority of sales.

<b>Special Item Number (SIN)</b>	<b>NAICS Code</b>
132-3 Leasing of Product	
132-4 Daily / Short Term Rental	
132-8 Purchase of Equipment	
132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts	
132-32 Term Software License	
132-33 Perpetual Software License	
132-34 Maintenance of Software	
132-50 Training	
132-51 Professional Information Technology Services	
132-52 Electronic Commerce Services	
132-53 Wireless Services	
132-60 Authentication Products and Services	

## 2. DELETE Paragraph B.2 Products and Services Offered/Schedule of Items in its entirety and REPLACE with the following:

### B.2 PRODUCTS AND SERVICES OFFERED/SCHEDULE OF ITEMS (BLOCKS 19 & 20, STANDARD FORM 1449) (APR 2004)

Insert an "X" on the applicable line for each Special Item Number/FSC Class/FPDS Code offered.

**NOTE: For the Special Item Numbers (SINs) being proposed under this solicitation response, the following SINs are incorporated to include Cooperative Purchasing:**

This Modification is for Contracts that do NOT incorporate Refresh #15 OR Refresh #16 Changes.

Modification

\_\_\_\_\_ None  
\_\_\_\_\_ All proposed SIN(s)  
\_\_\_\_\_ Only the SIN(s) listed herein: \_\_\_\_\_

\_\_\_\_\_ **SPECIAL ITEM NO. 132-3 LEASING OF PRODUCT (FPDS Code W070)**

\_\_\_\_\_ **SPECIAL ITEM NO. 132-4 DAILY / SHORT TERM RENTAL (FPDS Code W070)**

**SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT**

**FSC CLASS 7010 - SYSTEM CONFIGURATION**

\_\_\_\_\_ End User Computers/Desktop Computers  
\_\_\_\_\_ Professional Workstations  
\_\_\_\_\_ Servers  
\_\_\_\_\_ Laptop/Portable/Notebook Computers  
\_\_\_\_\_ Large Scale Computers  
\_\_\_\_\_ Optical and Imaging Systems  
\_\_\_\_\_ Other System Configuration Equipment Not Elsewhere Classified. Provide specific information:  
\_\_\_\_\_

**FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES**

\_\_\_\_\_ Printers  
\_\_\_\_\_ Displays  
\_\_\_\_\_ Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens  
\_\_\_\_\_ Network Equipment  
\_\_\_\_\_ Other Communications Equipment  
\_\_\_\_\_ Optical Recognition Input/Output Devices  
\_\_\_\_\_ Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage  
\_\_\_\_\_ Other Input/Output and Storage Devices Not Elsewhere Classified. Provide specific information:  
\_\_\_\_\_

**FSC CLASS 7035 - ADP SUPPORT EQUIPMENT**

\_\_\_\_\_ ADP Support Equipment

**FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES**

\_\_\_\_\_ Microcomputer Control Devices  
\_\_\_\_\_ Telephone Answering and Voice Messaging Systems

**FSC CLASS 7050 - ADP COMPONENTS**

\_\_\_\_\_ ADP Boards

**FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT**

\_\_\_\_\_ Communications Equipment Cables

**FSC CLASS 6015 - FIBER OPTIC CABLES**

\_\_\_\_\_ Fiber Optic Cables

**FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES**

\_\_\_\_\_ Fiber Optic Cable Assemblies and Harnesses

**FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL**

\_\_\_\_\_ Coaxial Cables

## Modification

### FSC CLASS 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

- \_\_\_\_\_ Telephone Equipment
- \_\_\_\_\_ Audio and Video Teleconferencing Equipment

### FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

- \_\_\_\_\_ Communications Security Equipment

### FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

- \_\_\_\_\_ Facsimile Equipment (FAX)

### FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

- \_\_\_\_\_ Two-Way Radio Transmitters/Receivers/Antennas
- \_\_\_\_\_ Broadcast Band Radio Transmitters/Receivers/Antennas
- \_\_\_\_\_ Microwave Radio Equipment/Antennas and Waveguides
- \_\_\_\_\_ Satellite Communications Equipment

### FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

- \_\_\_\_\_ Airborne Radio Transmitters/Receivers

### FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

- \_\_\_\_\_ Radio Navigation Equipment/Antennas

### FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

- \_\_\_\_\_ Airborne Radio Navigation Equipment

### FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

- \_\_\_\_\_ Pagers and Public Address Systems (wired and wireless transmission, including background music systems)

### FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

- \_\_\_\_\_ Airborne Radar Equipment

### FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

- \_\_\_\_\_ Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under Special Item Number 132-8:

\_\_\_\_\_ Special Physical, Visual, Speech, and Hearing Aid Equipment. Provide specific information:

\_\_\_\_\_ Used Equipment. Provide specific information:

- \_\_\_\_\_ Installation for equipment offered under SIN 132-8 (FPDS Code N070)
- \_\_\_\_\_ Deinstallation for equipment offered under SIN 132-8 (FPDS Code N070)
- \_\_\_\_\_ Reinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

**NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act Apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.**

**NOTE: Vendors offering purchase of equipment are required to provide maintenance service and/or repair service and repair parts, in accordance with normal industry practices, for the type of equipment offered, for the Scope of the Contract (i.e., at a minimum, the 48 contiguous states and the District of Columbia).**

## Modification

### **SPECIAL ITEM NO. 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS** (FPDS Code for Maintenance and Repair Service - J070; FSC Class for Repair Parts/Spares - See FSC Class for basic equipment)

Specify what is being offered:

- ☐ Maintenance
- ☐ Repair Service
- ☐ Repair Parts/Spares
- ☐ Third Party Maintenance

### **SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES**

#### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

##### Large Scale Computers

- ☐ Operating System Software
- ☐ Application Software
- ☐ Electronic Commerce (EC) Software
- ☐ Utility Software
- ☐ Communications Software
- ☐ Core Financial Management Software
- ☐ Ancillary Financial Systems Software
- ☐ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:  

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##### Microcomputers

- ☐ Operating System Software
- ☐ Application Software
- ☐ Electronic Commerce (EC) Software
- ☐ Utility Software
- ☐ Communications Software
- ☐ Core Financial Management Software
- ☐ Ancillary Financial Systems Software
- ☐ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:  

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**NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.**

### **SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES**

#### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

##### Large Scale Computers

- ☐ Operating System Software
- ☐ Application Software
- ☐ Electronic Commerce (EC) Software
- ☐ Utility Software
- ☐ Communications Software
- ☐ Core Financial Management Software

This Modification is for Contracts that do NOT incorporate Refresh #15 OR Refresh #16 Changes.

## Modification

\_\_\_\_\_ Ancillary Financial Systems Software  
\_\_\_\_\_ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

### Microcomputers

\_\_\_\_\_ Operating System Software  
\_\_\_\_\_ Application Software  
\_\_\_\_\_ Electronic Commerce (EC) Software  
\_\_\_\_\_ Utility Software  
\_\_\_\_\_ Communications Software  
\_\_\_\_\_ Core Financial Management Software  
\_\_\_\_\_ Ancillary Financial Systems Software  
\_\_\_\_\_ Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information:

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**NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.**

**Note: Contractors are encouraged to offer Special Item No. 132-34 Maintenance of Software in conjunction with Special Item Nos. 132-32 Term Software Licenses and/or 132-33 Perpetual Software Licenses.**

\_\_\_\_\_ **SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE (FPDS Code 070)**

\_\_\_\_\_ **SPECIAL ITEM NO. 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

### **SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

\_\_\_\_\_ IT Facility Operation and Maintenance (FPDS CODE D301)  
\_\_\_\_\_ IT Systems Development Services (FPDS CODE D302)  
\_\_\_\_\_ IT Systems Analysis Services (FPDS Code D306)  
\_\_\_\_\_ Automated Information Systems Design and Integration Services (FPDS Code D307)  
\_\_\_\_\_ Programming Services (FPDS Code D308)  
\_\_\_\_\_ IT Backup and Security Services (FPDS Code D310)  
\_\_\_\_\_ IT Data Conversion Services (FPDS Code D311)  
\_\_\_\_\_ Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services (FPDS Code D313)  
\_\_\_\_\_ IT Network Management Services (FPDS Code D316)  
\_\_\_\_\_ **Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (FPDS Code D317) (All other information services belong under Schedule 76)**  
\_\_\_\_\_ Other Information Technology Services, Not Elsewhere Classified (FPDS Code D399)

**Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.**

**Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.**

## Modification

**Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.**

### **SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES FPDS CODE D304 - ADP AND TELECOMMUNICATIONS TRANSMISSION SERVICES**

- \_\_\_\_\_ Value Added Network Services (VANS)
- \_\_\_\_\_ E-Mail Services
- \_\_\_\_\_ Internet Access Services
- \_\_\_\_\_ Navigation Services
- \_\_\_\_\_ FPDS CODE D399 - OTHER DATA TRANSMISSION SERVICES, NOT ELSEWHERE CLASSIFIED (except "Voice" and Pager Transmission Services)

**Note: Electronic Commerce Services are not intended to supersede or be substituted for any voice requirements of FTS2001.**

### **SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304)** Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

- \_\_\_\_\_ Paging Services
- \_\_\_\_\_ Cellular/PCS Voice Services

**SPECIAL ITEM NUMBER (SIN) 132-60 AUTHENTICATION PRODUCTS AND SERVICES (FPDS D399)** Authentication products and services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of e-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

\_\_\_\_\_ Digital Certificate Products and accompanying PKI Services for *external* users to conduct electronic transactions with Federal agency applications. This facilitates secure electronic access to government information and services using public key infrastructure/digital signature technology. Digital Certificate Products and Services provide the speed and immediacy of electronic transactions while protecting business-critical information from interception, tampering, and unauthorized access.

- \_\_\_\_\_ Signature Certificates
- \_\_\_\_\_ Encryption Certificates
- \_\_\_\_\_ Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications
- \_\_\_\_\_ Hardware Tokens – An optional hardware token for generation of key pairs and storage of the private key
- \_\_\_\_\_ Bundled Packages – This enables ordering entities the ability to procure total solution packages for authorized contractors that meet all the requirements of the program management office. This includes, but is not limited to reader, software, and hardware tokens.

**NOTE: The General Services Administration (GSA) has established the Access Certificates for Electronic Services (ACES) Program to provide digital certificates and PKI services for enabling E-Government applications that require logical access control, digital signature and/or electronic authentication. The ACES Program provides for the issuance of electronic credentials to individuals and entities external to the Federal Government. The Federal PKI Policy Authority has approved the policies and requirements of the ACES**

## Modification

**Program to satisfy the Federal requirements for cross-certification with the Federal Bridge Certification Authority (FBCA) and participation in the Federal E-Authentication initiative.**

**Federal agencies are advised that any authentication products they procure in order to facilitate access to Federal resources by external partners must meet the requirements of the *E-Authentication Guidance for Federal Agencies* for the level of assurance identified for the identified Federal resources. The ACES program provides authentication products and services that are approved for E-Authentication assurance levels three and four. Federal agencies may procure ACES certificates and services from a Blanket Purchase Agreement (BPA) created and managed by the Acquisition Program Management Office (APMO) for ACES indicated below. The APMO provides centralized technical oversight and management regarding the ACES Program to the industry partners, Federal agencies, and GSA.**

*For additional information please go first to the Access Certificates for Electronic Services (ACES) program website for information on current and future ACES contract vehicles, information for prospective vendors for Authentication Products and Services, agency requirements for purchase of approved products, and ordering activity information: <http://www.gsa.gov/aces>.*

\_\_\_\_\_ X.509 Digital Certificate Products and accompanying PKI Services for *internal* use in Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception, and tampering.

- \_\_\_\_\_ Personal Identity Verification Authentication Certificates
- \_\_\_\_\_ Smart Card Authentication Certificates
- \_\_\_\_\_ Digital Signature Certificates
- \_\_\_\_\_ Key Management (Encryption) Certificates
- \_\_\_\_\_ Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

**NOTE TO FEDERAL AGENCIES: Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors” establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees) in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.**

**The Federal Government has established the PKI Shared Service Provider Program to evaluate Digital Certificate Service Providers for compliance with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. Digital certificate service providers whose services are deemed to be compliant will be eligible to participate in this program.**

**Federal agencies are advised that they may only procure X.509 digital certificates and services for internal use that meet the requirements established in FIPS 201. Federal agencies may procure X.509 digital certificates and services from Shared Services Providers (SSP) under a Blanket Purchase Agreement (BPA) created and managed by the Acquisition Program Management Office (APMO) for SSP indicated below. The APMO provides centralized technical oversight and management regarding the SSP Program to industry partners, Federal agencies, and GSA.**

## Modification

*For additional information please go first to the Federal Identity Credentialing Committee website for information on becoming a Shared Service provider: [http://www.cio.gov/ficc/ssp\\_documents.htm](http://www.cio.gov/ficc/ssp_documents.htm)*

The Acquisition Program Management Office (APMO) Point-of-contact for Access Certificates for Electronic Services (ACES) and for Shared Service Providers (SSP) is:

Stephen P. Duncan  
301 7<sup>th</sup> St. SW Room 5060  
Washington DC 20407  
[stephen.duncan@gsa.gov](mailto:stephen.duncan@gsa.gov)  
202.708.7626

### 3. DELETE Section C. in its entirety and REPLACE with the following:

#### C. CONTRACT CLAUSES

##### C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003) (TAILORED) (DEVIATION – MAY 2003)

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

## Modification

- (g) (1) **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include-

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any discount for prompt payment offered;
- (7) Name and address of official to whom payment is to be sent;
- (8) Name, title, and phone number of person to be notified in event of defective invoice; and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) Electronic Funds Transfer (EFT) banking information. The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures.  
EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and the Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

- (h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

- (i) **Payment.**

- **Items accepted.** Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

- **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

- **Electronic Funds Transfer (EFT).** If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

- **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

- **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

- (j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

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- (k) **Taxes.** The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the ordering activity agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption. See FAR clauses 52.229-1 State and Local Taxes [SEE C.2]; 52.229-3 Federal, State, and Local Taxes [SEE C.2]; and 52.229-5 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico [SEE C.2] which are incorporated by reference.
- (l) **Termination for the Ordering Activity's convenience.** The ordering activity reserves the right to terminate **an order**, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the **order** price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. **[Refer to FAR 8.406-5]**
- (m) **Termination for cause.** The ordering activity may terminate **an order**, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract **or order** terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience. **[Refer to FAR 8.406-4]**
- (n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.
- (o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) **Limitation of liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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### (t) **Central Contractor Registration (CCR).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

## **ADDENDUM TO FAR 52.212-4 (C.1)**

### **C.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2 )(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically in the attached file titled: IBR.DOC.

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://www.arnet.gov/far/>.

CLAUSE	CLAUSE TITLE	DATED
52.203-3	GRATUITIES	APR 1984
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 1995

This Modification is for Contracts that do NOT incorporate Refresh #15 OR Refresh #16 Changes.

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52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE ORDERING ACTIVITY OF LABOR DISPUTES	FEB 1997
52.222-6	DAVIS-BACON ACT	FEB 1995
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA – GENERAL (DEVIATION – MAY 2003)	JUN 1987
52.229-1	STATE AND LOCAL TAXES (DEVIATION – MAY 2003)	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION – MAY 2003)	APR 2003
52.229-5	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-17	INTEREST (DEVIATION – MAY 2003)	JUN 1996
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF ORDERING ACTIVITY BUILDINGS, EQUIPMENT, AND VEGETATION (DEVIATION – MAY 2003)	APR 1984
52.237-3	CONTINUITY OF SERVICES (DEVIATION – MAY 2003)	JAN 1991
52.242-13	BANKRUPTCY (DEVIATION – MAY 2003)	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE (DEVIATION – MAY 2003)	AUG 1996
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR (DEVIATION – MAY 2003)	MAY 2001
52.247-34	F.O.B. DESTINATION (DEVIATION – MAY 2003)	NOV 1991
52.247-38	F.O.B INLAND CARRIER, COUNTRY OF EXPORTATION (DEVIATION – MAY 2003)	APR 1984
52.247-39	F.O.B INLAND POINT, COUNTRY OF IMPORTATION	APR 1984

### C.3 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (GSAR 552.212-71) (JULY 2003) (FCI DEVIATION - DEC 1997)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

CLAUSE	CLAUSE TITLE	DATED
552.203-71	RESTRICTION ON ADVERTISING	SEP 1999
552.211-75	PRESERVATION, PACKAGING, AND PACKING (ALTERNATE I – MAY 2003)	FEB 1996
552.211-77	PACKING LIST (ALTERNATE I – MAY 2003)	FEB 1996
552.215-72	PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION	AUG 1997
552.219-71	NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS	SEP 1999
552.228-70	WORKER'S COMPENSATION LAWS	SEP 1999
552.229-71	FEDERAL EXCISE TAX – DC GOVERNMENT	SEP 1999
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (DEVIATION FAR 52.232-8) (ALTERNATE I – MAY 2003)	APR 1989
552.232-78	PAYMENT INFORMATION	JUL 2000
552.238-70	IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED	SEP 1991

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### **C.4 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (GSAR 552.238-78) (MAY 2004)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53 Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

- (1) Executive agencies (as defined in 48 CFR 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);
- (2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The Government of the District of Columbia;
- (6) Tribal governments when authorized under 25 USC 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and
- (8) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions –

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

(c) Offerors are requested to check one of the following boxes:

- ☐ Contractor will provide domestic and overseas delivery.
- ☐ Contractor will provide overseas delivery only.
- ☐ Contractor will provide domestic delivery only.

(d) The following activities may place orders against information technology schedule 70 contracts and Consolidated Products and Services Schedule contracts, containing information technology special item numbers, on an optional basis; PROVIDED, the contractor accepts order(s) from such activities:

State and local government, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (i) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(ii) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-79, Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5

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workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card). Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

- (g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

### **C.5 GUARANTEED MINIMUM (I-FSS-106) (JUL 2003)**

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

- (a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

### **C.6 ORDERING (FAR 52.216-18)(OCT 1995)(VARIATION – OCT 1995) (FCI DEVIATION – MAY 2003)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated. Such orders may be issued during the contract terms.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally or by facsimile, or by electronic commerce methods only if authorized in the contract.

### **C.7 PLACEMENT OF ORDERS (GSAR 552.216-72) (SEP 1999) (ALTERNATE III – MAY 2004)**

- (a) See 552.238-78 Scope of Contract (Eligible Ordering Activities) [see C.4] clause for who may order under this contract.
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, GSA's Federal Supply Service (FSS) will place orders for eligible ordering activities, as defined in paragraph (a) of the clause at 552.238-78, by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other eligible ordering activities, as defined in paragraphs (a) and (d) of the clause at 552.238-78, may also place orders by EDI.

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- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each ordering activity placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Ordering activities may obtain a sample format to customize as needed from the office specified in paragraph (g) of this clause.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:

General Services Administration  
Acquisition Operations and Electronic Commerce Center (FCS)  
Washington, DC 20406  
Telephone: (703) 305-7741  
FAX: (703) 305-7720

### **C.8 ORDER ACKNOWLEDGEMENT (G-FSS-907) (APR 1984)**

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

### **C.9 BLANKET PURCHASE AGREEMENTS (I-FSS-646) (MAY 2000)**

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

### **C.10 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995) (VARIATION I-AUG 1999) (DEVIATION – SEP 2003)**

- (a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount less than \$100, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails

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to specify a smaller amount, the ordering activity may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

<u>ITEM NUMBER/SIN</u>	<u>MAXIMUM ORDER</u>
132-3	\$500,000 per order
132-4	\$500,000 per order
132-8	\$500,000 per order
132-12	\$500,000 per order
132-32	\$500,000 per order
132-33	\$500,000 per order
132-34	\$500,000 per order
132-50	\$ 25,000 per order
132-51	\$500,000 per order
132-52	\$500,000 per order
132-53	\$500,000 per order
132-60	\$500,000 per order

- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

### **C.11 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (I-FSS-125) (SEP 1999)**

- (a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall-

- (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

- (b) Vendors may:

- (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations [SEE C.10].)
- (2) offer the lowest price available under the contract; or

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- (3) decline the order (orders must be returned in accordance with FAR 52.216-19 [SEE C.10]).
- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract.
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74 [SEE C.22].

### **C.12 DELIVERY PRICES (F-FCI-202-G) (MAY 2003)**

- (a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.
  - (1) Delivery to the door of the specified ordering activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.
  - (2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.
  - (3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.
- (b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

	(Yes)	(No)
Alaska	_____	_____
Hawaii	_____	_____
Puerto Rico	_____	_____

- (c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:
  - (1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38 [SEE C.2]), with the transportation charges to be paid by the ordering activity from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.
  - (2) The right is reserved to ordering agencies to furnish Government bills of lading.
- (d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the ordering activity.

**C.13 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE)  
(GSAR 552.211-78) (FEB 1996) (DEVIATION – MAY 2003)**

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The ordering activity requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the ordering activity's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special Item No. or Nomenclature)	ORDERING ACTIVITY'S STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
132-3	30	_____
132-4	30	_____
132-8	30	_____
132-32	30	_____
132-33	30	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
132-3	_____
132-4	_____
132-8	_____
132-32	_____
132-33	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

**C.14 URGENT REQUIREMENTS (I-FSS-140-B)(JAN 1994)**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**C.15 DELIVERIES TO THE U.S. POSTAL SERVICE (F-FSS-230) (JAN 1994)**

- (a) **Applicability.** This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).
- (b) **Mode/Method of Transportation.** Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.
- (c) **Time of Delivery.** Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

**C.16 CONTRACTOR'S BILLING RESPONSIBILITIES (GSAR 552.232-83) (MAY 2003)**

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers which participate on the contract, and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement which will require dealers to –

- (1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes:
  - (i) the date of sale;
  - (ii) the ordering activity to which the sale was made;
  - (iii) the service or product/model sold;
  - (iv) the quantity of each service or product/model sold;
  - (v) the price at which it was sold, including discounts; and
  - (vi) all other significant sales data.
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and
- (4) Place orders and accept payment in the name of the Contractor, in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

**C.17 PAYMENT BY CREDIT CARD (GSAR 552.232-79) (MAY 2003)**

- (a) **Definitions.**

*“Credit Card”* means any credit card used to pay for purchases, including the Governmentwide Commercial Purchase Card.

*“Governmentwide commercial purchase card”* means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

## Modification

*"Oral order"* means an order placed orally either in person or by telephone.

- (b) The Contractor must accept the credit card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using an ordering activity debit card will receive the applicable prompt payment discount.

### **C.18 IMPREST FUNDS (PETTY CASH) (I-FSS-918) (MAY 2000)**

The Contractor agrees to accept cash payment for purchases made under the terms of the contract in conformance with Federal Acquisition Regulation (FAR) 13.305.

### **C.19 ELECTRONIC COMMERCE-FACNET (I-FSS-599 ) (APR 1997)**

- (a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

- (b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's). Federal Government transactions are provided only to those VAN's that have been certified by DOD and connected to FACNET.

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

- (c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at <http://acq.osd.mil/ec/nwsltr.html>.

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To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR), has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration. A list of certified VAN's and software providers is available from the Department of Defense (DOD) by calling 1(800)EDI-3414, or from the world wide web at [http://www.acq.osd.mil/ec/van\\_list.html](http://www.acq.osd.mil/ec/van_list.html). Contractors who wish to register without going through a VAN may do so via the INTERNET at <http://ccr.edi.disa.mil>.

### (d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://snad.ncsl.nist.gov/dartg/edi/fededi.html>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

### (e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

### (f) **GSA Advantage!**(tm).

(1) **GSA Advantage!**(tm) will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. **GSA Advantage!**(tm) enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.

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- (iii) Use the Federal IMPAC VISA.

(2) **GSA Advantage!**(tm) may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

### **C.20 ANSI STANDARDS (C-FSS-427) (JUL 1991)**

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

### **C.21 ASSIGNMENT OF CLAIMS (GSAR 552.232-23) (SEP 1999) (DEVIATION – MAY 2003)**

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefore:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any ordering activity under this contract. Any

such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

### **C.22 RESERVED**

### **C.23 INDUSTRIAL FUNDING FEE AND SALES REPORTING (GSAR 552.238-74) (JUL 2003)**

(a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include--

- (i) Receipt of order;
- (ii) Shipment or delivery, as applicable;
- (iii) Issuance of an invoice; or
- (iv) Payment.

(2) Contract sales shall be reported to FSS within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a

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Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including “zero” sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration’s (GSA) Federal Supply Service (FSS). Prior to using this automated system, the Contractor shall complete contract registration with the FSS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>.

(b) The Contractor shall remit the IFF at the rate set by GSA’s FSS.

(1) The Contractor shall remit the IFF to FSS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA’s FSS. GSA’s FSS has the unilateral right to change the percentage at any time, but not more than once per year. FSS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FSS for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FSS will post notice of the current IFF at <http://72a.fss.gsa.gov/> or successor website as appropriate.

(c) Within 60 days of award an FSS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FSS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

### **C.24 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (I-FSS-163) (APR 2000)**

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

## Modification

- (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!(tm) in accordance with clause I-FCI-600, Contract Price Lists.
  - (3) Performance has been acceptable under the contract.
  - (4) Subcontracting goals have been reviewed and approved.
- (b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.
- (c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause [SEE C.27] or Price Reduction Clause [SEE C.28]).

### **C.25 NOTICE REGARDING OPTION(S) (GSAR 552.217-71) (NOV 1992)**

The General Services Administration (GSA) has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

### **C.26 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (GSAR 552.215-71) (JUL 2003)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for over billings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

### **C.27 ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE CONTRACTS**

#### **A. The following Economic Price Adjustment is for products and/or services that were awarded based on a Commercial Catalog Price. (GSAR 552.216-70) (SEP 1999) (ALTERNATE I-SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met.
  - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

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- (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
- (3) Increases are requested before the last 60 days of the contract period.
- (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
  - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
  - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
  - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
  - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
  - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased price shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

**B. The following Economic Price Adjustment is for products and/or services that were awarded NOT based on a Commercial Catalog Price. (I-FSS-969) (JAN 2002)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
  - (1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract

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modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

- (1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).
- (2) Increases are requested before the last 60 days of the contract period, including options.
- (3) At least 30 days elapse between requested increases.
- (4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

- (1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.
- (2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
- (3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

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- (2) Negotiate more favorable prices when the total increase requested is not supported; or,
  - (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.
- (g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).
- (h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

### **C.28 PRICE REDUCTIONS (GSAR 552.238-75) (SEP 1999) (ALTERNATE I – MAY 2004)**

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor\* shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
- (c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor-
  - (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
  - (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
  - (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
- (2) The Contractor shall offer the price reduction to the eligible ordering activities with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales-
  - (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
  - (2) To eligible ordering activities under this contract; or
  - (3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or

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- (4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.
- (e) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.
- (f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

**\* NOTE: For the purposes of this clause, “contractor” includes the contractor’s manufacturer(s) where the contractor’s awarded pricing was based on manufacturer’s information provided in accordance with solicitation provision G.4 Commercial Sales Practices Format, subparagraph 5.**

### **C.29 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (GSAR 552.243-72) (JUL 2000) (FCI DEVIATION)**

- (a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).
- (b) Types of Modifications.
  - (1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:
    - (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
    - (ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
    - (iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) [SEE E.5] is required.
    - (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedules). [SEE C.13]
    - (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance [SEE G.9].
    - (vi) Any information requested by 52.212-3(d), Offerors Representations and Certifications - Commercial Items [SEE G.1], that may be necessary to assure compliance with **552.225-9 \***, Buy American Act-Trade Agreements Balance of Payments Program.
  - \* NOTE: Per revisions to the Federal Acquisition Regulations (FAR), paragraph (vi) above, does not apply to this solicitation. Use FAR 52.225-5 Trade Agreements Act [SEE G.2].

**NOTE: For contractors that have been approved by the Contract Officer to use the electronic “Quick Mod” process, it is noted that (1) SIN 132-8 is currently the only special item number that is approved under this**

## Modification

**process, and (2) a new manufacturer not previously negotiated can NOT be added using the “Quick Mod” process, but must be added to the contract using the process listed above.**

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75 [SEE C.28]. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75 [SEE C.28].

(d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. These contract modifications will not be made effective until the Government receives the electronic file updates.

The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75. [SEE C.28]

(e) Amendments to Paper Federal Supply Schedule Price Lists.

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a accumulative supplement is at the discretion of the Contractor, but may not exceed three months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February-April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

### **C.30 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (GSAR 552.238-71) (SEP 1999) (FCI DEVIATION) (ALTERNATE I – MAY 2003)**

(a) Definition. For the purposes of this clause, the Mailing List is the Contractor's listing of its ordering activity customers.

(b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

## Modification

The Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. NOTE: It shall not absolve the Contractor from responsibility for the accuracy of the pricelist. Consequently, the Contractor would be required to revise the pricelist to correct any significant errors subsequently found by the Contracting Officer and reprint and distribute at the Contractor's expense. If significant pricing errors are found, the Government may cancel the contract and the Contractor may be liable for any price adjustments for overpricing.

- (c) (1) The Contractor shall provide to the GSA Contracting Officer:
  - (i) Two paper copies of Authorized FSS Schedule Pricelist; and
  - (ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
- (2) The Contractor shall provide to each addressee on the mailing list either:
  - (i) One paper copy of the Authorized FSS Schedule Price List; or
  - (ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.
- (3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.
- (d) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.
- (e) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

### **C.31 CONTRACT PRICE LISTS (I-FCI-600) (JUL 2004)**

- (a) Electronic Contract Data.
  - (1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price lists.
  - (2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as *GSA Advantage!*<sup>TM</sup>, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, *GSA Advantage!*<sup>TM</sup> [SEE C.53] for further information.
  - (3) Further details on EDI, ICs, and *GSA Advantage!*<sup>TM</sup> can be found in clause I-FSS-599, Electronic Commerce [SEE C.19].

## Modification

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Services' price list. The identifier URL is located at [fss.gsa.gov/partnership/](http://fss.gsa.gov/partnership/). All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b) of this clause and nothing other than what was accepted /awarded by the Government may included. If the contractor elects to use contract identifiers on its website (either logos or contract number) the website must be clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

### (b) Federal Supply Schedule pricelists

(1) The Contractor shall prepare a paper FSS Information Technology Schedule pricelist in accordance with Attachment I, Guidelines For Format and Content of Authorized Federal Supply Service Information Technology Schedule pricelist. Two (2) copies of the FSS Information Technology Schedule pricelist shall be submitted with the Offeror's proposal.

(2) The Contracting Officer will return one copy of the Authorized FSS Information Technology Schedule pricelist to the Contractor with the notification of contract award. In accordance with GSAR clause 552.238-71 (SEE C.30), the Contractor may print and distribute the awarded pricelist without written approval from the Contracting Officer. The pricelist must include all applicable terms and conditions of the cited contract. The Contractor will be responsible for the accuracy of the pricelist.

(3) Modifications to FSS Information Technology Schedule pricelists shall include on the cover page the same information as the basic document plus the title "Modification No." and the effective date(s) of such modifications.

(4) As an option, the Contractor may provide two (2) copies (including cover letter) of the Federal Supply Schedule pricelist to the Contracting Officer for review prior to distribution. Accuracy of information and computation of prices is the responsibility of the Contractor.

(5) The Contractor may formally print and distribute a Federal Supply Schedule pricelist. Inclusion of incorrect information (**electronically or in paper**) will cause the Contractor to reprint/**resubmit/correct** and redistribute the Federal Supply Schedule pricelist, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause) [SEE C.1], and application of any other remedies as provided by law-including monetary recovery.

(6) **In addition, one copy of the Federal Supply Schedule Pricelist must be submitted to the:**

GSA, Federal Supply Service  
National Customer Service Center (6FR)  
Bldg. #4, 1500 E. Bannister Road  
Kansas City, MO 64131-3009  
Telephone: 1(800) 488-3111

## **C.32 WARRANTY-MULTIPLE AWARD SCHEDULE (GSAR 552.246-73) (MAR 2000) (ALTERNATE I – MAY 2003)**

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

This Modification is for Contracts that do NOT incorporate Refresh #15 OR Refresh #16 Changes.

## Modification

- (1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the ordering activity accepts the product.
- (2) The Contractor must supply parts and labor required under the warranty provisions free of charge.
- (3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the ordering activity facility for the purpose of repairing the product onsite, during the 90 day warranty period.

### **C.33 RESERVED**

### **C.34 DEFAULT (I-FSS-249-B) (MAY 2000)**

In addition to any other clause contained herein related to termination, the following is applicable to orders placed under Federal Supply Schedule contracts.

Any ordering office may, with respect to any one or more orders placed by it under the contract, exercise the same right of termination, acceptance of inferior articles or services, and assessment of excess costs as might the Contracting Officer, except that when failure to deliver articles or services is alleged by the Contractor to be excusable, the determination of whether the failure is excusable shall be made only by the Contracting Officer of the General Services Administration, to whom such allegation shall be referred by the ordering office and from whose determination appeal may be taken as provided in the clause of this contract entitled "Disputes."

### **C.35 CANCELLATION (GSAR 552.238-73) (SEP 1999)**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

### **C.36 LOGISTICAL SUPPORT PRIVILEGES (X-FCI-001) (DEC 1997)**

Where the Contractor may require Logistical Support in overseas areas in order to meet contract obligations, the ordering activities should obtain the required support in accordance with their applicable regulations prior to issuance of any delivery orders under this GSA contract. The Contractors will provide all the necessary information required of them by the applicable regulations in order to assist the ordering activity in obtaining the Logistical Support Privileges.

The ordering agency, in all cases, will make the decision as to whether the Contractor will be granted the requested support. The General Services Administration will neither assist in the decision nor arbitrate any dispute pertaining to logistical support. Logistical support which may be furnished by the Government hereunder includes, but is not limited to, use of the following:

- (a) Military or other U.S. Government Clubs, exchanges, other non-appropriated fund organizations.
- (b) Military or other U.S. Government commissary stores.
- (c) Military or other U.S. Government postal facilities.
- (d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies.
- (e) Military Payment Certificate (MPC), where applicable.

This Modification is for Contracts that do NOT incorporate Refresh #15 OR Refresh #16 Changes.

## Modification

- (f) Military or other U.S. Government banking facilities.
- (g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government/Military regulations.

### **C.37 DISSEMINATION OF INFORMATION BY CONTRACTOR (I-FSS-680) (APR 1984)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

### **C.38 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration  
FSS-IT Acquisition Center (FCI)  
Crystal Mall #4, Room 1017  
1901 South Bell Street  
Arlington, VA 22202  
Attn.: Contracting Officer

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **C.39 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (GSAR 552.233-70) (MAR 2000)**

- (a) The following definitions apply in this provision:

*"Agency Protest Official for GSA"* means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

*"Deciding official"* means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

- (c) A protest filed directly with the General Services Administration (GSA) must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.

## Modification

- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
  - (i) Name, address, fax number, and telephone number of the protester.
  - (ii) Solicitation or contract number.
  - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
  - (iv) Copies of relevant documents.
  - (v) Request for a ruling by the agency.
  - (vi) Statement as to the form of relief requested.
  - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
  - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.
- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
  - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
  - (2) GSA procedures do not provide for any discovery.
  - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.

## Modification

- (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
- (5) If the agency makes a written response to the protest, the following filing requirements apply unless the deciding official approves other arrangements:
  - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
  - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
- (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.
  - (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
  - (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
  - (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
  - (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
  - (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

### **C.40 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (VARIATION-OCT 1995) (DEVIATION – MAY 2003)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."
- (c) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The ordering activity may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and ordering activity's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

## Modification

### **C.41 CONTRACT SALES CRITERIA (I-FSS-639) (MAR 2002)**

- (a) A contract will not be awarded unless anticipated sales are expected to exceed at least \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.
- (b) The government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

### **C.42 INVOICE PAYMENTS (GSAR 552.232-74) (SEP 1999)**

- (a) The due date for making invoice payments by the designated payment office is:
  - (1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:
    - (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
    - (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
  - (2) For all other orders, the later of the following two events:
    - (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
    - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.
  - (3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.
- (b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:
  - (1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).
  - (2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
  - (3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

## Modification

- (4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.
- (c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (d) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions-Commercial Items [SEE C.1], if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.
- (e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.

### **C.43 RESERVED**

### **C.44 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (G-FSS-906) (JAN 1999)**

- (a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.
- (b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

### **C.45 PERFORMANCE INCENTIVES (I-FSS-60) (APRIL 2000)**

- (a) Performance incentives may be agreed upon between the Contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **C.46 CLAUSES FOR OVERSEAS COVERAGE (I-FCI-108) (APR 2004)**

The following clauses apply to overseas coverage.

<u>NUMBER</u>	<u>CLAUSE TITLE</u>	<u>LOCATION:</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	C.2
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	C.2
52.247-34	F.O.B. DESTINATION	C.2
52.247-38	F.O.B. INLAND CARRIER, COUNTRY OF EXPORTATION	C.2
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION	C.2
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT	C.47
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT	C.61
D-FSS-477	TRANSSHIPMENTS	C.48
F-FSS-202-F	DELIVERY PRICES	C.62

## Modification

I-FCI-314	FOREIGN TAXES AND DUTIES	C.49
I-FCI-594	PARTS AND SERVICE	C.50

### **C.47 CHARACTERISTICS OF ELECTRIC CURRENT (C-FSS-412) (MAY 2000)**

(NOTE: The following clause applies to overseas coverage only.)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

### **C.48 TRANSSHIPMENTS (D-FSS-477) (APR 1984)**

(NOTE: The following clause applies to overseas coverage only.)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

### **C.49 FOREIGN TAXES AND DUTIES (I-FCI-314) (MAY 2003)**

(NOTE: The following clause applies to overseas coverage only.)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the ordering activity is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other ordering activity costs, assessments or similar charges from which the ordering activity is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

### **C.50 PARTS AND SERVICE (I-FCI-594) (MAY 2003)**

(NOTE: The following clause applies to overseas coverage only.)

(1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or

## Modification

that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

### GEOGRAPHIC AREA

### ADDRESS OF SUPPLY AND SERVICE POINT

It is desired to have available means for maintaining ordering activity-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

## **C.51 SECTION 8(a) AWARD (MULTIPLE AWARD SCHEDULE) (I-FSS-91) (OCT 2000)**

**NOTE:** This clause only applies to contractors that are being awarded as an 8(a) participant.

(a) This contract is issued as an award between the General Services Administration (GSA) and the 8(a) program participant (Contractor) pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration Regarding the Multiple Award Schedule Program signed on June 7, 2000. It is also issued pursuant to the Memorandum of Understanding between the SBA and GSA that delegates 8(a) contracting authority signed on May 6, 1998.

(b) Eligibility.

(i) The Contractor has been determined to be an eligible concern pursuant to the provisions of Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)) and agrees to furnish the supplies or services set forth in the contract according to the terms and conditions of the contract.

(ii) SBA retains all responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues.

(iii) SBA will notify the GSA Contracting Officer immediately upon notification by the Contractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern. If the owner(s) actually relinquish ownership or control, the firm will be given the option of either canceling the contract or modifying the contract to eliminate the 8(a) specific clauses, which will eliminate its designation in the Schedules E-Library and GSA *Advantage!*<sup>TM</sup> as an 8(a) participant and will preclude procuring agencies from taking credit for 8(a) awards to the firm.

(c) Pursuant to the MOU dated June 7, 2000, GSA has agreed to apply its MAS contracting policies and procedures when evaluating offers, awarding contracts, and administering orders, consistent with FAR 19.800(f), except that GSA will notify SBA prior to terminating an 8(a) contract and request SBA approval prior to executing novation agreements of 8(a) contracts. GSA also will notify SBA when the estimated dollar value of the contract changes or when the 8(a) contract is to be canceled pursuant to clause 552.238-73, Cancellation.

(d) In accordance with GSA's MOU that delegates 8(a) contracting authority, the procuring activity must provide a copy of the GSA Form 1535, Recommendation for Award, to the SBA central point of contact.

(e) Payments to be made under the contract will be made directly to the contractor by the ordering activities.

## Modification

- (f) The Contractor shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of this contract.

### **C.52 CONTRACTOR TEAM ARRANGEMENTS (I-FSS-40) (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

### **C.53 GSA *ADVANTAGE!*<sup>TM</sup> (I-FSS-597) (SEP 2000)**

- (a) The Contractor must participate in the GSA *Advantage!*<sup>TM</sup> online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce [SEE C.19].
- (b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium) [SEE C.30], I-FCI-600, Contract Pricelists (which provides information on electronic contract data) [SEE C.31], and 552.243-72, Modifications (which addresses electronic file updates) [SEE C.29].

### **C.54 PERFORMANCE REPORTING REQUIREMENTS (I-FSS-50) (FEB 1995)**

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

### **C.55 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (GSAR 552.232-81) (MAY 2003)**

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non—federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, Prompt Payment, or 52.212-4, Contract Terms and Conditions—Commercial Items, apply to such activities in the same manner as to Federal ordering activities.

### **C.56 DEFINITION (FEDERAL SUPPLY SCHEDULES) (GSAR 552.238-77) (MAY 2004)**

“*Ordering Activity*” (also called “ordering agency” and “ordering office”) means an eligible ordering activity (see 552.238-78 [See C.4] authorized to place orders under Federal Supply Schedule contracts.

### **C.57 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES— COOPERATIVE PURCHASING (GSAR 552.238-79) (MAY 2004)**

## Modification

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code.

To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA that shall mean the individual responsible for placing the order for the ordering activity (e.g. FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The

## Modification

Contractor shall decline the order using the same means of communication as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74 Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number: (1) the dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), and (2) the dollar value for sales to entities identified in paragraph (d) of clause 552.238-78.

### **C.58 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (G-FCI-910) (MAY 2003)**

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract shall constitute a valid order.

### **C.59 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (I-FSS-95) (JUN 2003)**

For certain requirements, the Government enters into contracts with multiple contractors for the same or similar services or products. Such contracts frequently contain options that allow the contract to be extended when it is determined to be in the best interest of the Government. Contract extensions may have an impact on the program established by the Government to assist small businesses when there is a change in the status of the Contractor during the contract term.

Prior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program eligibility to the Contracting Officer by completing the applicable portion of 52.212-3, Offeror Representations and Certification—Commercial Items, or 52.219-1, Small Business Program Representations, as applicable to this contract.

(a) When the contract did not result from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, an acceptable subcontracting plan must be negotiated with the Contracting Officer if the value of the remainder of the contract option periods exceeds the threshold for a subcontracting plan.

(b) When the contract resulted from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, the Contracting Officer shall be precluded from exercising the option.

(c) When the contract resulted from an 8(a) set-aside:

If a previously awarded 8(a) small business concern re-represents itself as other than 8(a), the Contracting Officer shall be precluded from exercising the option.

### **C.60 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS (GSAR 552.211-15) (SEP 2004)**

(a) Definitions.

## Modification

“Approved Program” means a program determined to be necessary or appropriate for priorities and allocations support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DegenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

“Defense Priorities and Allocations Systems (DPAS)” means the regulation published at 15 CFR Part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

“Delegate Agency” means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

“Rated Order” means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR Part 700).

### (b) Rated Order Requirement.

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either “DO” or “DX.” All “DO” rated orders have equal priority with each other and take preference over unrated orders. All “DX” rated orders take preference over “DO” rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

### (c) Additional information.

Additional information may be obtained at the DOC DPAS web site <http://www.bxa.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

## **C.61 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (D-FSS-471) (APR 1984)**

(NOTE: The following clause applies to overseas coverage only.)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

- (1) Traffic Management or Transportation Officer at FINAL destination.
- (2) Ordering Supply Account Number.
- (3) Account number.
- (4) Delivery Order or Purchase Order Number.
- (5) National Stock Number, if applicable; or Contractor's item number.

## Modification

- (6) Box \_\_\_\_\_ of \_\_\_\_\_ Boxes.
- (7) Nomenclature (brief description of items).

### **C.62 DELIVERY PRICES (F-FSS-202-F) (APR 1984)**

(NOTE: The following clause applies to overseas coverage only.)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of **exportation** (FAR 52.247-38). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

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### **C.63 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (I-FSS-109) (MAR 1998)**

- (a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.
- (b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

### **C.64 CONTACT FOR CONTRACT ADMINISTRATION (G-FSS-900-C) (JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74 Industrial Funding Fee and Sales Reporting, including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

- (a) Domestic.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Modification

\_\_\_\_\_  
TELEPHONE NO.: ( ) \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_  
FAX NO.: ( ) \_\_\_\_\_

(b) Overseas. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NO.: ( ) \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_  
FAX NO.: ( ) \_\_\_\_\_

**4. Attachment I – Guidelines for Format and Content of Federal Supply Service Information Technology Schedule Pricelist – DELETE the information for the Cover Page, and REPLACE it with the following:**

**\*\*PRICELIST COVER PAGE\*\***

AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

**\*\*Provide a general description of the commodity offered, if desired.\*\***

**\*\*List all applicable Special Item Numbers, FSC Classes and FPDS Codes from the following lists:\*\***

Special Item No. 132-3 Leasing of Product  
Special Item No. 132-4 Daily / Short Term Rental  
Special Item No. 132-8 Purchase of Equipment  
Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts  
Special Item No. 132-32 Term Software Licenses  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software  
Special Item No. 132-50 Training Courses  
Special Item No. 132-51 Information Technology Professional Services  
Special Item No. 132-52 Electronic Commerce Services  
Special Item No. 132-53 Wireless Services  
**Special Item No. 132-60 Authentication Products and Services**

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Modification

**SIN 132-3 LEASING OF PRODUCT**

**SIN 132-4 DAILY / SHORT TERM RENTAL**

**SIN 132-8 PURCHASE OF EQUIPMENT**

**FSC CLASS 7010 - SYSTEM CONFIGURATION**

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Elsewhere Classified

**FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES**

- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

**FSC CLASS 7035 - ADP SUPPORT EQUIPMENT**

- ADP Support Equipment

**FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES**

- Microcomputer Control Devices
- Telephone Answering and Voice Messaging Systems

**FSC CLASS 7050 - ADP COMPONENTS**

- ADP Boards

**FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT**

- Communications Equipment Cables

**FSC CLASS 6015 - FIBER OPTIC CABLES**

- Fiber Optic Cables

**FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES**

- Fiber Optic Cable Assemblies and Harnesses

**FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL**

- Coaxial Cables

**FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT**

- Telephone Equipment
- Audio and Video Teleconferencing Equipment

**FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS**

- Communications Security Equipment

**FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT**

This Modification is for Contracts that do NOT incorporate Refresh #15 OR Refresh #16 Changes.

## Modification

### Facsimile Equipment (FAX)

#### FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas  
Broadcast Band Radio Transmitters/Receivers/Antennas  
Microwave Radio Equipment/Antennas and Waveguides  
Satellite Communications Equipment

#### FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

#### FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

#### FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

#### FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

#### FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

#### FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

### **\*\*Indicate if any of the following are offered under Special Item Number 132-8.\*\***

- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Used Equipment
- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. **In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.**

### **SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)**

### **\*\* Indicate if any of the following are offered.\*\***

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

### **SIN 132-32 - TERM SOFTWARE LICENSES**

#### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

## Modification

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

### Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

**NOTE:** Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## SIN 132-33 - PERPETUAL SOFTWARE LICENSES

### FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

#### Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

#### Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

**NOTE:** Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## Modification

### **SIN 132-34 - MAINTENANCE OF SOFTWARE**

### **SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

### **SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	<b>Creation/Retrieval of IT Related</b> Automated News Services, Data Services, or Other Information Services <b>(All other information services belong under Schedule 76)</b>
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

### **SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES**

FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

### **SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)**

Paging Services  
Cellular/PCS Voice Services

### **SPECIAL ITEM NO. 132-60 AUTHENTICATION PRODUCTS AND SERVICES (FPDS CODE D399)**

Digital Certificate Products and accompanying PKI Services for *external* users to conduct electronic

## Modification

transactions with Federal agency applications. This facilitates secure electronic access to government information and services using public key infrastructure/digital signature technology. Digital Certificate Products and Services provide the speed and immediacy of electronic transactions while protecting business-critical information from interception, tampering, and unauthorized access.

X.509 Digital Certificate Products and accompanying PKI Services for *internal* use in Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception, and tampering.

**\*\*Indicate the following: Contractor's Name, Complete Address (including zip code), Telephone Number (including area code) and Internet Address/Web Site.\*\***

Contractor's Name  
Complete Address, including Zip Code  
Telephone Number, including Area Code

Internet Address/Web Site

**\*\*Copy the following language, leaving appropriate blanks, as shown:\*\***

Contract Number:

\_\_\_\_\_  
**\*\*will be furnished at time of award\*\***

Period Covered by Contract:

\_\_\_\_\_  
**\*\*will be furnished at time of award\*\***

General Services Administration  
Federal Supply Service

Pricelist current through Modification #\_\_\_\_\_, dated \_\_\_\_\_.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

**\*\*End of information to be included on the Cover Page of the Pricelist. Any additional information to be included on this page is subject to approval by the Contracting Officer.\*\***

### **5. Attachment I – Guidelines for Format and Content of Federal Supply Service Information Technology Schedule Pricelist, under the “Information of Ordering Offices” section; make the following changes as indicated:**

#### **a. Paragraph 11a. Maximum Order value for Special Item Numbers (SINs) is \$500,000 – ADD the following at the end of the section:**

**Special Item Number 132-60 – Authentication Products and Services**

**b. Paragraph 12. Ordering Procedures – DELETE in its entirety and REPLACE with the following:**

**12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**c. Paragraph 14. Contractor Tasks/Special Requirements -- ADD the following “Note” at the end of subparagraph b. Travel:**

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

**d. Paragraph 20. Blanket Purchase Agreements – DELETE in its entirety and REPLACE with the following:**

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

**e. ADD the following after paragraph 25 in this section:**

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

**6. Attachment I – Terms and Conditions Applicable to Purchase of Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50): Paragraph 8. Format and Content of Training; subparagraph e. – DELETE in its entirety and REPLACE with the following:**

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

**7. Attachment I – Terms and Conditions Applicable to Authentication Products and Services (Special Item Number 132-60) – ADD the following after the terms and conditions for Wireless Services (Special Item Number 132-53):**

**TERMS AND CONDITIONS APPLICABLE TO  
AUTHENTICATION PRODUCTS AND SERVICES  
(SPECIAL ITEM NUMBER 132-60)**

**SPECIAL ITEM NUMBER (SIN) 132-60 AUTHENTICATION PRODUCTS AND SERVICES (FPDS D399)**

Authentication products and services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of e-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

(1) Digital Certificate Products and accompanying PKI Services for *external* users to conduct electronic transactions with Federal agency applications. This facilitates secure electronic access to government information and services using public key infrastructure/digital signature technology. Digital Certificate Products and Services provide the speed and immediacy of electronic transactions while protecting business-critical information from interception, tampering, and unauthorized access.

NOTE: The General Services Administration (GSA) has established the Access Certificates for Electronic Services (ACES) Program to provide digital certificates and PKI services for enabling E-Government applications that require logical access control, digital signature and/or electronic authentication. The ACES Program provides for the issuance of electronic credentials to individuals and entities external to the Federal Government. The Federal PKI Policy Authority has approved the policies and requirements of the ACES Program to satisfy the Federal requirements for cross-certification with the Federal Bridge Certification Authority (FBCA) and participation in the Federal E-Authentication initiative.

Federal agencies are advised that any authentication products they procure in order to facilitate access to Federal resources by external partners must meet the requirements of the *E-Authentication Guidance for Federal Agencies* for the level of assurance identified for the identified Federal resources. The ACES program provides authentication products and services that are approved for E-Authentication assurance levels three and four. Federal agencies may procure ACES certificates and services from a Blanket Purchase Agreement (BPA) created and managed by the Acquisition Program Management Office

## Modification

(APMO) for ACES indicated below. The APMO provides centralized technical oversight and management regarding the ACES Program to the industry partners, Federal agencies, and GSA.

*For additional information please go first to the Access Certificates for Electronic Services (ACES) program website for information on current and future ACES contract vehicles, information for prospective vendors for Authentication Products and Services, agency requirements for purchase of approved products, and ordering activity information:*  
<http://www.gsa.gov/aces>.

(2) X.509 Digital Certificate Products and accompanying PKI Services for *internal* use in Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception, and tampering.

NOTE TO FEDERAL AGENCIES: Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees) in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.

The Federal Government has established the PKI Shared Service Provider Program to evaluate Digital Certificate Service Providers for compliance with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. Digital certificate service providers whose services are deemed to be compliant will be eligible to participate in this program.

Federal agencies are advised that they may only procure X.509 digital certificates and services for internal use that meet the requirements established in FIPS 201. Federal agencies may procure X.509 digital certificates and services from Shared Services Providers (SSP) under a Blanket Purchase Agreement (BPA) created and managed by the Acquisition Program Management Office (APMO) for SSP indicated below. The APMO provides centralized technical oversight and management regarding the SSP Program to industry partners, Federal agencies, and GSA.

*For additional information please go first to the Federal Identity Credentialing Committee website for information on becoming a Shared Service provider:*  
[http://www.cio.gov/ficc/ssp\\_documents.htm](http://www.cio.gov/ficc/ssp_documents.htm)

The Acquisition Program Management Office (APMO) Point-of-contact for Access Certificates for Electronic Services (ACES) and for Shared Service Providers (SSP) is:

Stephen P. Duncan  
301 7<sup>th</sup> St. SW Room 5060  
Washington DC 20407  
[stephen.duncan@gsa.gov](mailto:stephen.duncan@gsa.gov)  
202.708.7626

## Modification

### 1. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering authentication products and services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
- c. When placing an order, ordering activities may deal directly with the contractor or ordering activities may send the requirement to the Program Management Office to received assisted services for a fee.

### 2. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of ACES Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

### 3. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

## Modification

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

### **4. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

### **5. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite services.

### **6. INDEPENDENT CONTRACTOR**

All services performed by the Contractor under the terms of this contract shall be an independent Contractor, and not as an agent or employee of the ordering activity.

### **7. ORGANIZATIONAL CONFLICTS OF INTEREST**

#### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

### **8. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for products and/or services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **9. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

## **10. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **11. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **12. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **13. DESCRIPTION OF AUTHENTICATION PRODUCTS, SERVICES AND PRICING**

**\*\*NOTE TO CONTRACTORS:** The information provided below is designed to assist Contractors in providing complete descriptions and pricing information for the Authentication Products and Services offered. This language should NOT be printed as part of the Information Technology Schedule Pricelist; instead, Contractors should provide the same type of information as it relates to the ACES Products and Services offered under the contract.\*\*

a. The Contractor shall provide a description of each type of Authentication Product and Service offered under Special Item Numbers 132-60. Authentication Products and Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. For services, if the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all Authentication Products and Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, and conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science